



DAVID SANDERS, Ph.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

May 30, 2006

Board of Supervisors

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First District

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Second District

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE AGREEMENT WITH ABC UNIFIED SCHOOL DISTRICT TO
PROVIDE THE SERVICES OF ONE CHILDREN'S SOCIAL WORKER III AT SCHOOLS
WITHIN ABC UNIFIED SCHOOL DISTRICT
(SUPERVISORIAL DISTRICT FOUR) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor to execute the attached Agreement with the ABC Unified School District (ABC) effective the date of execution by your Board through September 30, 2007, to provide the services of one Children's Social Worker III (CSW) for a maximum of 20 hours per week at Melbourne Elementary School or other schools as requested. ABC will reimburse the County a maximum of \$ 105,512 over the term of the Agreement based on current and future salary, benefits, and bonus levels. There is no fiscal impact. The reimbursement from ABC for the cost of a CSW is included in the FY 2005-06 Adopted Budget and FY 2006-07 Proposed County Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended action will allow Department of Children and Family Services (DCFS) to provide ABC with the services of one CSW for up to 20 hours per week at Melbourne Elementary School or other locations within ABC Unified School District, for the purpose of identifying and providing advocacy to youth and families who may be "at-risk" of requiring DCFS services. The service will involve interaction with youth and families to provide resources and intervention to avert possible entry into the system, and in a multidisciplinary program, link youth and families with appropriate support systems.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action is consistent with the principles of the Countywide Strategic Plan, Goal No. 1 (Service Excellence) and Goal No. 5 (Children and Families' Well-Being). The recommended action will enable DCFS to continue efforts to improve the health, safety and survival, emotional and social well being of children and families in Los Angeles County.

FISCAL IMPACT/FINANCING

ABC will reimburse the County a maximum of \$ 105,512 over the term of the Agreement based on current and future salary, benefits, and bonus levels. There is no fiscal impact. The reimbursement from ABC for the cost of a CSW is included in the FY 2005-06 Adopted Budget and FY 2006-07 Proposed County Budget.

ABC will finance the cost of these services with funds obtained from a federal grant it was awarded entitled Safe Schools/Healthy Students. Payment will be made on a quarterly basis by ABC Unified School District to the DCFS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement with ABC will begin upon the date of execution and continue through September 30, 2007. The Agreement will allow DCFS to provide and be reimbursed for the services of one (1) CSW at 20 hours per week. ABC is obtaining the services of the CSW with funds it obtained from a federal grant entitled Safe Schools/Healthy Students. The Safe Schools/Healthy Students grant program is a unique federal collaboration with the U.S. Departments of Education, Justice, and Health and Human Services. These grants are awarded to school districts working in partnership with local law enforcement and mental health agencies.

The CSW will proactively work with school district officials, Probation officials, and community mental health providers in a multi-disciplinary setting to assist in crisis counseling, as a representative of DCFS on the newly formed Community Resource Team, provide individualized education to "at-risk" families, provide on-site assistance when behavioral problems arise, participate in multi-disciplinary assessments, and to develop and administer measurable outcome indicators for this program.

The Agreement provides indemnification of the County consistent with approved County contracting practices, and termination clauses, which allow the county to discontinue participation in this program for budgetary reasons, improper consideration, and convenience.

Honorable Board of Supervisors
May 30, 2006
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As provided in the Agreement, ABC will report to the County the results of all formal evaluations of this program for consideration of alternative methods of providing service that may benefit County in other service areas.

The CAO and County Counsel have reviewed this Board Letter. County Counsel has approved the Agreement as to form.

CONTRACTING PROCESS

ABC is purchasing CSW services from the County. Therefore, no solicitation process was necessary for this Agreement.

IMPACT ON CURRENT SERVICES

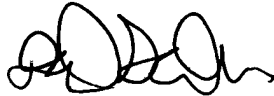
There is no impact on current services provided by executing this Agreement. This Agreement will, however, allow the County to investigate other methods of providing proactive services to the community.

CONCLUSION

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Office/Clerk of the Board send an adopted stamped Board Letter and any attachments to:

1. Department of Children and Family Services
Attention: Walter Chan, Manager
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, CA 90020
2. Office of the County Counsel
Attention: Kathleen Bramwell, Sr. Deputy County Counsel
500 West Temple Street, Suite 602
Los Angeles, CA 90012
3. ABC Unified School District
Mary Sieu
16700 Norwalk Boulevard
Cerritos, CA 90703

Respectfully submitted,



DAVID SANDERS, PH.D., Director
Department of Children and Family Services

DS:WC:RR.ck

Attachment

c: Chief Administrative Officer
Auditor-Controller

**COUNTY OF LOS ANGELES FOR THE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
ABC UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into this ____ day of _____ 2006, by and between the ABC Unified School District, located at 16700 Norwalk Boulevard, Cerritos, California 90703, hereinafter referred to as "SCHOOL DISTRICT", and the County of Los Angeles, hereinafter referred to as "COUNTY", both of whom are collectively referred to as the "PARTIES".

WHEREAS, SCHOOL DISTRICT operates schools which may at times require services to assist in the creation of safe and drug-free schools and promote positive social skills and healthy childhood development in youth; and

WHEREAS, SCHOOL DISTRICT desires to proactively identify students and families that may benefit from services available through the Department of Children and Family Services for Los Angeles County (DCFS); and

WHEREAS, COUNTY desires to assist the SCHOOL DISTRICT in the providing of a comprehensive set of resources to maintain safe schools and promote healthy students by partnering in the Federal Grant funded program, Safe Schools Healthy Students (SSHS) as outlined in this Agreement;

NOW, THEREFORE, in consideration of the mutual benefits and subject to the conditions contained herein, the PARTIES mutually agree as follows:

1.0 PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to provide the SCHOOL DISTRICT the services of one (1) COUNTY Children's Social Worker-III (CSW-IIIs) for a maximum of 20 hours per week to be assigned to schools within the SCHOOL DISTRICT's jurisdiction.
- 1.2 The COUNTY shall partner with the SCHOOL DISTRICT as a member of a multidisciplinary team (Community Resource Team) to assist the SCHOOL DISTRICT in accomplishing its goals under a Safe Schools / Healthy Students grant issued by the United States Department of Education Office of Safe and Drug-Free Schools.

2.0 ADMINISTRATION OF PROGRAM

- 2.1 COUNTY's Program Manager for this Agreement shall be:

Gail McFarlane-Sosa
425 Shatto Place
Los Angeles, CA 90020
213.351.5620
213.637.0939 FAX
mcfarg@dcfs.co.la.ca.us

- 2.2 COUNTY shall notify SCHOOL DISTRICT in writing of any change in the name or address of COUNTY's Program Manager.
- 2.3 COUNTY's Program Manager shall be responsible for ensuring that any standards and requirements of COUNTY's performance under this Agreement are met.
- 2.4 COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to obligate COUNTY in any respect whatsoever.
- 2.5 SCHOOL DISTRICT's Program Manager for this Agreement shall be:

Mary Sieu
16700 Norwalk Boulevard
Cerritos, CA 90703
562.926.5566 x21163
mary.sieu@abcusd.k12.ca.us

- 2.6 SCHOOL DISTRICT shall notify COUNTY in writing of any change in the name or address of SCHOOL DISTRICT Program Manager.
- 2.7 SCHOOL DISTRICT Program Manager shall be responsible for ensuring that any standards and requirements of SCHOOL DISTRICT performance under this Agreement are met.
- 2.8 SCHOOL DISTRICT Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to obligate SCHOOL DISTRICT in any respect whatsoever.

3.0 TERM AND TERMINATION

This Agreement shall commence on May 9, 2006, or date of execution by COUNTY's Board of Supervisors, whichever is later, and shall expire on September 30, 2007, unless terminated or extended.

4.0 PAYMENT

- 4.1 Payment to COUNTY shall be at the rate of salary and employee benefits for the CSW-III provided by COUNTY, including any salary and employee benefit increases implemented by the COUNTY due to bargaining agreements and other factors. The total maximum billable amount for the term of the contract is \$105,512. COUNTY shall provide the services of the CSW-III up to the maximum billable amount.
- 4.2 SCHOOL DISTRICT agrees that these rates are inclusive of overtime hours, any adjustments to salary step increase of the employee, employee benefits and/or overhead rates approved by the Board of Supervisors. Should the billable amount change due to Countywide salary or other increases, including overhead costs, during the contract period, the actual amount for payment shall be adjusted accordingly in billing presented to the SCHOOL DISTRICT.
- 4.3 SCHOOL DISTRICT agrees that the social work services provided include all customary employee functions such as attending mandatory training, scheduled and unscheduled time-off (e.g. sick, vacation, etc.), and/or attending to other Social Work-related activities that may on occasion require the CSW-III to be away from the service site. The COUNTY may, at its discretion, replace the CSW-III based on the needs of the Department.
- 4.4 Within thirty (30) days following the receipt of an invoice from the Department of Children and Family Services Management office, SCHOOL DISTRICT shall reimburse County for the billed amount. These invoices shall be provided to SCHOOL DISTRICT within thirty (30) days following March 31, June 30, September 30, and December 31 for each year of this Agreement. However, should the COUNTY fail to provide an invoice during the specified time, in no way shall the SCHOOL DISTRICT be relieved of liability for said payment, and services provided by COUNTY may continue.

5.0 EMPLOYMENT STATUS

The assigned CSW-III is an employee of COUNTY and is entitled to wages and employee benefits appropriate to what is provided other County employees who are CSWs. As an employee of County, the CSW-III is not an agent, employee or contractor of the SCHOOL DISTRICT. It is additionally understood that no term or condition of the Agreement can conflict with State, COUNTY or other applicable statute, law or regulation defining the status, activity or duties of the CSW(s).

6.0 INDEPENDENT CONTRACTOR

This Agreement is by and between COUNTY and SCHOOL DISTRICT and is not intended, and shall not be construed, to create the relationship of agent, servant,

employee, partnership, joint venture, or association as between COUNTY and SCHOOL DISTRICT.

7.0 INDEMNIFICATION

COUNTY and SCHOOL DISTRICT shall mutually indemnify, defend, and hold each other harmless, and its elected and appointed officers, employee and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with COUNTY'S and/or SCHOOL DISTRICT'S acts and/or omissions arising from and/or relating to this Agreement.

8.0 TERMINATION AND TERMINATION COSTS

8.1 In the event that SCHOOL DISTRICT or COUNTY withdraws its participation in the program described in this Agreement, such withdrawal shall be preceded by thirty (30) days written notice to the other party. Notwithstanding, SCHOOL DISTRICT or COUNTY may terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in SCHOOL DISTRICT or COUNTY funding for the Agreement activity. In such event, COUNTY shall be compensated for all services rendered and all necessary incurred costs performed in accordance with the terms of this Agreement which have not been previously reimbursed, to the date of said termination. Payment shall be made only upon the filing with SCHOOL DISTRICT, by COUNTY, vouchers evidencing the time expended and said costs incurred. Said vouchers must be filed with SCHOOL DISTRICT within thirty (30) days of said termination.

8.2 Either PARTY may terminate this Agreement when either PARTY deems such action to be in its best interest. Termination shall be effected by delivery of a written notice of termination to the other PARTY specifying the date such termination becomes effective, which shall be no less than thirty (30) days from the date of the notice.

9.0 CONFIDENTIALITY

9.1 Notwithstanding any provision to the contrary, the PARTIES acknowledge and agree that the following records and the information contained within them (collectively referred to as "Confidential Material") are deemed to be privileged, proprietary, and/or confidential by federal, state and/or local laws, regulations, ordinances and/or directives. The following list is not exhaustive of the types of records that may be in a particular child's file:

9.1.1 Juvenile case file records (including, but not limited to, child abuse and neglect, probation and delinquency records) made confidential by, inter alia, 42 USC 5106a, Welfare & Institutions Code sections

827 and 10850, Penal Code section 11167, et seq., California Rules of Court 1423, and Los Angeles County Superior Court Rule 17.1;

- 9.1.2 Adult probation records made confidential by, inter alia, Penal Code section 1203.05;
- 9.1.3 Health records made confidential by, inter alia, Civil Code section 56, et seq. and Health & Safety Code section 123110, et seq.;
- 9.1.4 Education records made confidential by, inter alia, Education Code sections 49062 and 49073, et seq.;
- 9.1.5 Public assistance records made confidential by, inter alia, Welfare & Institutions Code section 10850;
- 9.1.6 Mental Health records made confidential by, inter alia, Welfare & Institutions Code section 5328;
- 9.1.7 Developmental Disability records made confidential by, inter alia, Welfare & Institutions Code section 4514;
- 9.1.8 Substance abuse records made confidential by, inter alia, 42 USC 290dd-2, 42 CFR 2.1, et seq., and Health & Safety Code section 123125;
- 9.1.9 HIV test result records made confidential by, inter alia, Health & Safety Code section 120975; and
- 9.1.10 All reports developed by SCHOOL DISTRICT and/or its affiliated party(ies) under this Agreement.
- 9.2 The PARTIES warrant and represent that only those personnel and/or affiliated parties permitted access to Confidential Material under the law shall have access to such Confidential Material.
- 9.3 The PARTIES shall ensure that its agent(s), representative(s), employee(s), and/or other affiliated parties do not provide access to or disseminate any Confidential Material in violation of any applicable federal, state, and/or local law, regulation, ordinance, and/or directive. The PARTIES shall protect the security of and keep confidential any and all Confidential Material in accordance with the law.
- 9.4 The PARTIES agree to use and share Confidential Information only as allowed by law.

- 9.5 The provisions of this Section 9.0 shall survive the expiration or other termination of this Agreement.

10.0 SAFELY SURRENDERED BABY LAW

- 10.1 The SCHOOL DISTRICT shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

11.0 CHANGES AND AMENDMENTS

- 11.1 The COUNTY reserves the right to initiate Change Notices that do not affect the scope, term, Maximum Billable Amount or payments. All such changes shall be accomplished with an executed Change Notice signed by the SCHOOL DISTRICT and by COUNTY.
- 11.2 For any change which affects the scope of work, term, Maximum Billable Amount, payments, or any term or condition included under this Contract, an amendment shall be prepared by the DCFS Director and approved executed by the Board.
- 11.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implements such changes, an Amendment to the Contract shall be prepared and executed by the DCFS Director, after Chief Administrative Office approval.

12.0 STATEMENT OF WORK

- 12.1 The COUNTY shall provide the SCHOOL DISTRICT the services of one (1) CSW-III for a maximum of 20 hours per week. The CSW-III shall be assigned to schools within the SCHOOL DISTRICT as mutually agreed upon by both the PARTIES. The services of the CSW provided through this Agreement shall be in accordance with the applicable laws and regulations, COUNTY Job Specifications for CSWs, any bargaining agreements that exist between the COUNTY and CSW unions/associations, and any nonconflicting guidelines by which the SCHOOL DISTRICT administers this program.
- 12.2 The CSW-III will be primarily stationed at Melbourne Elementary School, 21314 Claretta, Lakewood, CA 90715. The location may vary and change as mutually agreed to by the PARTIES.

- 12.3 The work hours are to be 8:00am - 12:00pm, Monday thru Friday. Work hours may be adjusted based on mutual agreement between the PARTIES.
- 12.4 Work hours may be adjusted to accommodate intermittent night hours as needed to serve families, served by this program, District's work schedule changes during summer or when District holidays apply, and other needs which may arise from time to time.
- 12.5 The services provided by the CSW-III shall conform to the standards established for the CSW-III by State of California regulations, County employment agreement, DCFS policies, other applicable standards, regulations and agreements, and the non-conflicting needs of SCHOOL DISTRICT. The assigned CSW-III will perform duties, including, but not limited to, the following:
 - 12.5.1 Assist in crisis counseling in individual and group settings with referred students;
 - 12.5.2 Serve as the representative of the Department of Child and Family Services on the Community Resource Team.
 - 12.5.2.1 The Community Resource Team (CRT) is a multidisciplinary team made up of the ABC School District, Probation Department, Department of Children and Family Services, and mental health providers that are contracted with the Department of Mental Health (DMH).
 - 12.5.2.2 The CRT is made up in accordance with the grant awarded by the United States Department of Education under the authority of Safe and Drug-Free Schools and Communities Act (20 U.S.C.7131); Public Health Service Act (42 U.S.C.290aa); and Juvenile Justice and Delinquency Prevention Act (42 U.S.C. 5614(b)(4)(e) and 5781 *et seq.*)
 - 12.5.2.3 This multidisciplinary team seeks to accomplish the SSHS goals of:
 - 12.5.2.3.1 Improve/increase services to “at-risk” students and their families
 - 12.5.2.3.2 Link child-serving agencies in a consistent and complementary way
 - 12.5.2.3.3 Decrease violence, drug abuse, and school disciplinary activity

12.5.2.3.4 Increase the healthy development of children

12.5.2.4 The CRT practices include but are not limited to: strengths-based assessment, service/support planning, service implementation and linkages, benefits and service coordination, and monitoring and re-assessment.

12.5.2.5 Referrals for service may be made by the schools, parents, and local agencies in the community served by the ABC School District.

12.5.3 Provide information, referrals and resources for the families of preschoolers through grade 12 youth that have behavior problems and/or have been exposed to domestic violence.

12.5.4 Provide on-site assistance in ABC Unified Schools when student behavior problems arise by utilizing DCFS resources to address needs that may have a causative influence on the behavior problem.

12.5.4.1 The CSW will provide general relevant information to the MDT in an effort to assist the team in providing relevant and appropriate services while maintaining appropriate confidentiality.

12.5.5 Provide educational and/or informative materials pertaining to DCFS and its available services for discussion, and to lead discussions as requested by SCHOOL DISTRICT, and within the scope of work provided by DCFS.

12.5.6 Provide additional assistance, information as appropriate and permitted by law.

12.6 SCHOOL DISTRICT shall provide a secure facility to ensure DCFS confidential information and communication remains secured, and to include a desk, locking file cabinet, key, and telephone services for use by the assigned CSW-III.

12.7 SCHOOL DISTRICT shall, within seven (7) calendar days of completion of any and all evaluations of this program, share same, in their entirety, with COUNTY'S Program Manager.

**AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES AND ABC UNIFIED SCHOOL DISTRICT**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested by the Executive Officer, and ABC School District, has caused this Agreement to be subscribed on its behalf by its duly authorized officer, this _____ day of _____, 2006.

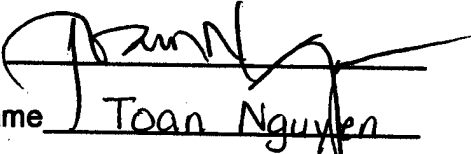
COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Board of Supervisors

By _____

ABC UNIFIED SCHOOL DISTRICT

By 
Name Toan Nguyen
Title Chief Financial Officer

By _____

Name _____

Title _____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy County Counsel